

## **Amendment 53**

### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 53 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 17<sup>th</sup> day of August, 2009, by and between Vix ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix ERG Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9 Price Schedule Special Programs, to provide for a cost sharing arrangement to address the cost of adjusting the Sound Transit (ST) Stand Alone Fare Transaction Processor (SAFTP) pole height to be compliant with the Americans with Disabilities Act (ADA) requirements. Sound Transit agrees to pay 50% of the Not to Exceed (NTE) cost noted in Exhibit 9 and as documented by ERG in a detailed invoice submitted to the Contract Administrator.

## **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the above Recitals and the following:

### **Section 1.0 ST SAFTP Pole Height Modification**

The Contractor agrees to perform the work necessary to modify eighty-two (82) ST SAFTP poles by reducing the height by 75mm at the following locations:

- All mini-high platforms at all Sounder Stations
- All elevators and/or other accessible locations at all Sounder Stations
- All Link Light Rail Stations

The Contractor shall work with Sound Transit to determine the preferred actions to ensure that the Link Light Rail poles are mounted at the correct height.

### **Section 2.0 Contractor Compensation**

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to add Contractor compensation which shall not exceed \$6970. This NTE amount is determined by: 82 pole modifications at a "per pole" cost of NTE \$170 = total cost of \$13,940 @ 50% cost sharing = \$6970. All costs are to be documented in an invoice submitted to the Contract Administrator. The invoice shall not include labor costs (per agreement ERG-RFI 426).

## **VI. IMPLEMENTATION**

### **SPECIAL PROGRAMS**

<b>LUMP SUM COST</b>
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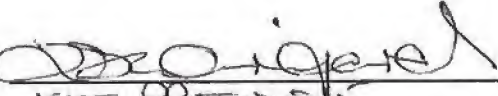
<b>The Contractor shall modify the ST SAFTP pole height. ST agrees to reimburse the Contractor for 50% of the documented costs.</b>	<b>NTE \$6970 Per Invoice Documentation</b>
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### Section 3.0

All other provisions of the Contract not referenced in this Amendment 53 shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

#### Vix ERG Transit Systems (USA) Inc.

By: 

Its: VICE PRESIDENT

Date: 11<sup>th</sup> Aug, 2009.

#### The Agencies

By: 

Their: Contract Administrator

On behalf of the Agencies

Date: August 17, 2009